

1 ALSTON & BIRD, LLP
DIANE C. STANFIELD (CA Bar No. 106366)
2 DOUGLAS J. HARRIS (CA Bar No. 329946)
diane.stanfield@alston.com
3 douglas.harris@alston.com
333 S. Hope Street 16th Floor
4 Los Angeles, California 90071
Telephone: 213.576.1000
5 Facsimile: 213.576.1100

6 Attorneys for
Fulcrum Credit Partners LLC

7 DOWNEY BRAND LLP
8 JAMIE P. DREHER (CA Bar No. 209380)
Email: jdreher@downeybrand.com
9 TYLER J. HORN (CA Bar No. 323982)
Email: thorn@downeybrand.com
10 621 Capitol Mall, 18th Floor
Sacramento, California 95814
11 Telephone: 916.444.1000
Facsimile: 916.444.2100

12 Attorneys for
13 Tuscan Ridge Associates, LLC

14 UNITED STATES BANKRUPTCY COURT
15 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
16

17 In re
18 PG&E Corporation,
19 and
20 PACIFIC GAS AND ELECTRIC
COMPANY,
21 Debtors.
22

Case No. 19-30088-DM

Chapter 11
Lead Case, Jointly Administered

**DECLARATION OF COURTNEY
MCALISTER IN SUPPORT OF REPLY
TO PG&E'S OPPOSITION TO MOTION
FOR RELIEF FROM PLAN
INJUNCTION, TO COMPEL
ARBITRATION AND/OR ABSTENTION**

23 ☐ Affects PG&E Corporation
24 ☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

25 *All papers shall be filed in the Lead Case,
26 No. 19-30088-DM,
27
28

Date: September 29, 2021
Time: 10:00 a.m.
Crtrm.: Courtroom 17
450 Golden Gate Avenue
San Francisco, CA 94102
Judge: Hon. Dennis Montali

1 I, Courtney McAlister, declare:

2 1. I am over the age of eighteen (18), provide this declaration in support of Fulcrum
3 Credit Partners, LLC's Reply to Pacific Gas and Electric Company's ("PG&E") Opposition to
4 Motion for Relief from Plan Injunction, to Compel Arbitration And/or for Abstention, and provide
5 this testimony based on my personal knowledge, and would testify consistently herewith if called
6 to do so.

7 2. I am an attorney authorized to practice law in the state of California. I am also a
8 member of Tuscan Ridge Associates, LLC ("Tuscan"). Tuscan is the owner of parcels of real
9 property located in Paradise, California commonly identified as Assessor's Parcel Nos. 040-520-
10 103 and 040-520-100 (collectively the "Property").

11 3. As set forth more fully in the Declaration of Scott Bates In Support of Motion for
12 Relief from Plan Injunction, to Compel Arbitration, and/or for Abstention, on or about November
13 20, 2018, Tuscan and PG&E entered into the Letter Agreement ("Agreement"). The Agreement
14 permitted PG&E to use the Property as a basecamp for PG&E's efforts to restore utilities to those
15 affected by the devastating Camp Fire. Additionally, the Agreement memorialized PG&E's
16 restoration obligations relative to its use of the Property.

17 4. On February 5, 2019, I spoke with Mr. Grant Guerra from PG&E's Law
18 Department via telephone to confirm rumors that PG&E may be vacating the Property. Mr.
19 Guerra stated that he did not know when PG&E would be vacating the Property, but promised to
20 follow up and get back to me. Mr. Guerra also invited Tuscan to provide PG&E with an estimate
21 of the costs to restore the Property as soon as possible so we could engage with PG&E on that
22 topic. Finally, Mr. Guerra expressed PG&E's likely desire to satisfy its restoration obligations by
23 making a monetary payment rather than performing the actual restoration work. This was the
24 beginning of the Parties' efforts to meet and confer concerning PG&E's restoration obligation, as
25 specified in the Agreement. A true and correct copy of my contemporary email to the other
26 Tuscan partners, memorializing this phone conversation is attached hereto as **Exhibit A**.

27 ///

28 ///

1 5. On or about February 6, 2019, I emailed PG&E and informed them that Tuscan
2 members and Algie Pulley, the golf course architect, would be visiting the Property to begin work
3 on preparing a cost estimate relating to PG&E's restoration obligation. A true and correct copy of
4 this email is attached hereto as **Exhibit B.**

5 6. Later that morning in response to my email, I received an email from Ms. Elouise
6 Del Rosario with PG&E's Land Acquisition Department. In this email, Ms. Del Rosario stated
7 "PG&E expects to vacate the [Property] by the end of February if not earlier." A true and correct
8 copy of this email is attached hereto as **Exhibit C.**

9 7. Later in the afternoon of February 6, 2019, I received an email from Mr. Guerra a
10 copy of which is , a true and correct copy of which is attached hereto as **Exhibit D.** In this email,
11 Mr. Guerra affirmed that PG&E would no longer be using the Property as a basecamp. Although
12 Mr. Guerra stated that PG&E would not be vacating the Property if it decided to complete its
13 restoration obligation with its in-house contractors, that possibility never came to pass; on the
14 contrary, Mr. Guerra reiterated to me soon after that email that it intended to satisfy its restoration
15 obligations by making a monetary payment rather than performing the work.

16 8. PG&E vacated the Property on or about the end of February 2019.

17 9. After these initial discussions and the completion of Mr. Pulley's initial cost
18 estimate, on or about March 7, 2019, Tuscan provided PG&E a copy of Mr. Pulley's cost estimate
19 relating to PG&E's restoration obligation. Thereafter, PG&E met with Tuscan members at the
20 Property to discuss Mr. Pulley's cost estimate.

21 10. On or about March 20, 2019, I informed PG&E that Tuscan was intending to enter
22 an agreement with ECC Constructors, LLC ("ECC") for use of the Property as a base camp for
23 operations. PG&E did not object to that use and did not express any concern about the use making
24 any restoration efforts impossible; on the contrary, we continued to discuss the cost of the
25 restoration and PG&E's desire to make a monetary payment to Tuscan. A true and correct copy of
26 my March 20, 2019 email to Ms. Del Rosario of PG&E (with a "cc" to Mr. Guerra) confirming
27 this information is attached hereto as **Exhibit E.**

28 ///

11. On or about March 21, 2019, I continued to discuss PG&E's restoration obligation with Mr. Guerra and he affirmed PG&E's desire to make a monetary payment to Tuscan as opposed to completing the restoration work itself. This desire was later confirmed in subsequent communications with Mr. Tom Crowley, a Senior Manager with PG&E's Portfolio Department.

12. Although I was a principal point of contact for Tuscan, at no point in time did Mr. Guerra or any other PG&E representative contact me and object to ECC's presence on the Property or request access to perform its restoration obligation.

13. At the time Tuscan entered into the lease agreement with ECC concerning the Property, PG&E had vacated the Property and had expressed a clear intent to make a monetary payment to Tuscan as opposed to actually performing the restoration work.

I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

September 27, 2021

By: Courtney McAlister
COURTNEY MCALISTER

EXHIBIT A

EXHIBIT A

PG&E

From: Courtney McAlister (comcalister@yahoo.com)

To: scottbates1@live.com; emowesthill@gmail.com; westm15@gmail.com

Date: Wednesday, February 6, 2019, 11:47 AM MST

Scott, Mo, Mark,

I spoke to Grant Guerra at PG&E yesterday evening. He was not aware of PG&E's plans regarding when they might vacate the property, but he promised to follow up and get back to me. I also questioned him about how PG&E will view our license agreement in the bankruptcy and he didn't know the answer to that either. He did, however, invite us to provide PG&E with an estimate of the costs to restore asap so we can start those discussions. He expressed PG&E's likely desire to write us a check rather than do the work themselves.

I received an email from Elouise a few minutes ago, letting me know that PG&E will likely vacate the site by the end of February. She said she would get me a firm date next week.

Courtney McAlister
Law Offices of Courtney L. McAlister
1510 Poole Blvd, Suite 105
Yuba City, CA 95993
(916) 496-2581 (mobile)
(530) 755-2607 (office)
comcalister@yahoo.com

EXHIBIT B

EXHIBIT B

Elouise Del Rosario

Land Acquisition | Pacific Gas and Electric Company

245 Market Street, N10A, San Francisco, CA 94105

M: 628-219-8228 | Elouise.DelRosario@pge.com

From: Courtney McAlister <comcalister@yahoo.com>

Sent: Wednesday, February 6, 2019 9:55 AM

To: Norvell, Steven <S1NQ@pge.com>; Del Rosario, Elouise <E1DQ@pge.com>

Subject: Site Visit on Thur

*******CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*******

Steven, Elouise,

Tomorrow (Thur) at around 9:30, Mo and Mark West will be at the site with Gail Pulley and Algie Pulley of Pulley Development. The purpose of the visit is to start the work of estimating restoration costs. Pulley Development was the original golf course developer/architect for Tuscan Ridge.

It's possible that Scott Bates and I will attend as well. Thank you.

Courtney McAlister

Law Offices of Courtney L. McAlister

1510 Poole Blvd, Suite 105

Yuba City, CA 95993

(916) 496-2581 (mobile)

(530) 755-2607 (office)

comcalister@yahoo.com

EXHIBIT C

EXHIBIT C

FW: Site Visit on Thur

From: Guerra, Grant (Law) (gxgw@pge.com)

To: comcalister@yahoo.com

Date: Wednesday, February 6, 2019, 04:11 PM PST

Courtney, I spoke with Eloise today and she updated me on her earlier message to you about PG&E's plans to surrender use of the Property. Although Eloise's message was describing PG&E's plans for use of the Property of the basecamp, we recognize there is an restoration obligation in the License. I understand your client is preparing a cost estimate for this restoration work, which we will consider once received. We are also independently evaluating performing the restoration work using our own contractors, in which case we would not be vacating the Property by the end of February. We can't identify a date certain for the return of the Property to your clients until we determine how we will complete the restoration work. So please keep this in mind, the date to vacate will be influenced by the restoration work. We have not yet evaluated the full scope of the work, and there is a possibility PG&E will need to continue to occupy the Property through the Expiration Date specified in the License, May 20.

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Del Rosario, Eloise
Sent: Wednesday, February 6, 2019 10:05 AM
To: 'Courtney McAlister' <comcalister@yahoo.com>
Subject: RE: Site Visit on Thur

Hi Courtney,

I have forwarded your email to the security team and onsite lead.

Also, I confirmed with the team yesterday that PG&E expects to vacate the property by the end of February if not earlier. I should have a more solid date by next week, we can continue discussions on how to proceed with restoration.

Thank you,

EXHIBIT D

EXHIBIT D

FW: Site Visit on Thur

From: Guerra, Grant (Law) (gxgw@pge.com)

To: comcalister@yahoo.com

Date: Wednesday, February 6, 2019, 04:11 PM PST

Courtney, I spoke with Eloise today and she updated me on her earlier message to you about PG&E's plans to surrender use of the Property. Although Eloise's message was describing PG&E's plans for use of the Property of the basecamp, we recognize there is an restoration obligation in the License. I understand your client is preparing a cost estimate for this restoration work, which we will consider once received. We are also independently evaluating performing the restoration work using our own contractors, in which case we would not be vacating the Property by the end of February. We can't identify a date certain for the return of the Property to your clients until we determine how we will complete the restoration work. So please keep this in mind, the date to vacate will be influenced by the restoration work. We have not yet evaluated the full scope of the work, and there is a possibility PG&E will need to continue to occupy the Property through the Expiration Date specified in the License, May 20.

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Del Rosario, Eloise
Sent: Wednesday, February 6, 2019 10:05 AM
To: 'Courtney McAlister' <comcalister@yahoo.com>
Subject: RE: Site Visit on Thur

Hi Courtney,

I have forwarded your email to the security team and onsite lead.

Also, I confirmed with the team yesterday that PG&E expects to vacate the property by the end of February if not earlier. I should have a more solid date by next week, we can continue discussions on how to proceed with restoration.

Thank you,

EXHIBIT E

EXHIBIT E

RE: Tuscan Ridge / PG&E

From: Guerra, Grant (Law) (gxgw@pge.com)

To: comcalister@yahoo.com

Date: Wednesday, March 20, 2019, 03:41 PM PDT

[REDACTED]

Grant Guerra | Senior Counsel, Law Department
Pacific Gas and Electric Company
415.973.3728 office | Grant.Guerra@pge.com
Together, Building a Better California

From: Courtney L Mcalister <comcalister@yahoo.com>
Sent: Wednesday, March 20, 2019 11:07 AM
To: Del Rosario, Elouise <E1DQ@pge.com>
Cc: Guerra, Grant (Law) <GxGw@pge.com>; Mark West <westm15@gmail.com>
Subject: Re: Tuscan Ridge / PG&E

*****CAUTION: This email was sent from an EXTERNAL source. Think before clicking links or opening attachments.*****

Elouise,

I just spoke with Mark who spoke to Jess. Jess asked that I email you to confirm that ECC's use of the site for now is temporary just for staging. Until we have a formal agreement with them, PG&E would maintain its security. Please confirm with Jess. Thanks.

Courtney

Sent from my iPhone

On Mar 20, 2019, at 10:47 AM, Del Rosario, Elouise <E1DQ@pge.com> wrote: